UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE

FILED

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CLERK OF THE BANKRUPTCY COURT DISTRICT OF NH

In re:	)	Chapter 11
TrikeenanTileworks, Inc.,	)	Jointly Administered through
Trieeknan Holdings, Inc., and	)	BK N. 10-13725-JMD
Trikeenan Tileworks, Inc. of	)	BK No. 10-13726-JMD
New York	)	BK No. 10-13727-JMD

Hearing Date: January 26, 2011
Hearing Time: 11:00 a.m.

CREDITOR'S OBJECTION TO DEBTOR'S MOTION
FOR AUTHROITY TO USE CASH COLLATERAL

NOW COMES Robert Sarvis, assignee of the claims of Capstan, Inc., and respectfully objects to the Debtor's motion for authority to use cash collateral. In the support he states:

1. On August 30, 2010, the Debtor filed for voluntary petition for relief under Chapter 11 of 11 USC §§101 et. seq. The Debtor failed to list debts to Capstan, Inc. in its schedule of creditors and Capstan, Inc. was not notified of the Debtor's filing until December 2010.

2. Capstan, Inc. holds a secured position in inventory of the Debtor in the amount of $28,500.00.

3. Capstan, Inc. has assigned its debt and secured position in inventory to Robert Sarvis.

4. The Debtor has made no provision regard the Capstan debt and secured position.

5. According to the Debtor's application, Debtor holds $224,971 in cash collateral and inventory valued at approximately $121,633.

6. According to filings by TD Bank the Debtor owes TB Bank "in excess of $230,148.00 and claims to be in first position.

7. Therefore, the secured claims of TD Bank and Capstan on the cash collateral and inventory represent approximately 75% of the total available collateral.

8. Under Section §363(e) of the Bankruptcy Code, a debtor can use cash collateral over the objection of a secured party only if it can provide "adequate protection" of the secured creditor's interest in the collateral. 11 U.S.C. §363(e). "Adequate Protection" is intended to safeguard the secured creditor's right to have the value of its secured claim, as it existed on the petition date, secured. *United States Sav. Ass'n v. Timber of Inwood Forest Assocs.* 484 U.S. 365, 370 (1988). If adequate protection cannot be provided, use of the collateral must be denied. The Debtor has the burden of proving the issue of adequate protection. 11 U.S.C. § 363(p).

9. The projected use of cash flow to support Trikeenan Tileworks, Inc. of New York will deplete the cash of collateral of Trikeenan Tileworks, Inc. and as a result adequate protection will be eroded.

10. Elgin Butler, Inc. proposes to shut down the New Hampshire operation and transfer Trikeenan Tikleworks, Inc. assets to the New York operations and its plan has made no provisions to protect the security of Capstan, Inc. thus leaving inadequate protection for the Capstan, Inc. claims.

WHEREFORE, Robert Sarvis, assignee of the Capstan, Inc. claims, respectfully requests:

A. That this Court deny the Debtor's Motion for Authority to Use Cash Collateral; and

B. Order any other relief this Court deems fair and just.

Respectfully submitted,

Robert Sarvis
11 Vesper Lane
Nantucket, MA 02554
603-540-4882
rhsarvis@comcast.net

CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing has been sent by first class mail and via email to the following parties:

Office of the U.S. Trustee
Jennifer Rood on behalf of Debtor Trikeenan Tileworks, Inc.

Dated: January 20, 2011 By: ______________________
Robert Sarvis